

Boulton, 5 Ves. 495; and even although it should be more beneficial to him than that which he has specially prayed for; *Durant v. Durant*, 1 Cox, 58; of which the defendant is held to have been sufficiently notified, and is presumed to have been prepared to meet. For it is in many cases as much upon a defendant to look to what is prayed against him as to what is stated. *Manaton v. Molesworth*, 1 Eden, 26; *Roche v. Morgell*, 2 Scho. & Lefr. 729; *Polk v. Clinton*, 12 Ves. 65; *Hiern v. Mill*, 13 Ves. 119; *Jones v. The Parishes of Montgomery, &c.* 3 Swan. 208; *Wilkinson v. Beal*, 4 Mad. 408; *Mitf. Pl.* 38.

These plaintiffs have by their bill made to the Court three distinct prayers; first, that the administratrix of John Henderson be compelled to pay the purchase money, with interest; secondly, that the heirs of John Henderson reconvey the land; and thirdly, that they, the plaintiffs, may have such relief as to the Court shall seem meet and consistent with equity. The two first of these prayers have been made to correspond with the alternatives of their case; either that the contract between James M. Lingan and John Henderson was to be considered as a sale, in which case the plaintiffs ask for the payment of the purchase money, or that, if it should be treated as a trust, then the heirs of Henderson should be ordered to reconvey the land to the heirs of Lingan. But as the peculiar nature of the case might suggest the propriety or necessity of granting relief in some other than either of those two specified modes, they have, in general terms, prayed for such relief as may be deemed proper. Consequently the plaintiffs may be relieved in one way or another, unless there should be found to be something in their bill to prevent it; or unless the claim of these plaintiffs should appear to have been in some way barred, or should be found to be not sufficiently authenticated by proof.

This case had its origin in a contract between James M. Lingan and John Henderson. Contemplating it therefore as an agreement between them alone, as now living, to be, as stated in the bill; either a conveyance of a tract of land in trust for a particular purpose, and then to be reconveyed; or as an actual sale of so much land to be paid for at a stipulated price, still it is one entire *indivisible contract, utterly incapable of being broken up into distinct parts. The subject of it, taken in either alter- **252** native, may be divided. The land may be reconveyed in separate parcels, and the purchase money may be satisfied in many small payments; but, yet the one original contract covers all, and can exist only as a whole. The parties themselves may alter, relinquish, or receive satisfaction for the whole or any part of it, at their pleasure; but, to the Court, it is a sacred unalterable whole, which must stand or fall together.

A plaintiff cannot be permitted to put his case in the alternative, so as to evade any of those settled rules which have been